

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

TRAVELERS CASUALTY AND SURETY
COMPANY as Administrator for
RELIANCE INSURANCE COMPANY,

Plaintiff,

v.

DORMITORY AUTHORITY - STATE OF
NEW YORK, TDX CONSTRUCTION
CORP. and KOHN PEDERSEN FOX
ASSOCIATES, P.C.,

Defendants.

DORMITORY AUTHORITY OF THE
STATE OF NEW YORK and TDX
CONSTRUCTION CORP.,

Third Party Plaintiffs,

v.

TRATAROS CONSTRUCTION, INC.,

Third Party Defendant.

TRATAROS CONSTRUCTION, INC. and
TRAVELERS CASUALTY AND SURETY
COMPANY,

Fourth Party Plaintiffs,

v.

CAROLINA CASUALTY INSURANCE
COMPANY, et al.,

Fourth Party Defendants.

07 Civ. 6915 (DLC)
EFC CASE

**ANSWER OF CERMAK, PETERKA
PETERSEN, INC. TO CROSS-CLAIMS
OF TRATAROS CONSTRUCTION, INC.**

KOHN PEDERSON FOX ASSOCIATES,
P.C.,

Third Party Plaintiff,

v.

WEIDLINGER ASSOCIATES
CONSULTING ENGINEERS, P.C.,
CASTRO-BLANCO PISCIONERI AND
ASSOCIATES, ARCHITECTS, P.C.,
ARQUITECTONICA NEW YORK, P.C.,
COSENTINI ASSOCIATES, INC.,
CERMAK, PETERKA PETERSEN, INC.,
JORDAN PANEL SYSTEMS CORP.,
TRATAROS CONSTRUCTION, INC. and
LBL SKYSYSTEMS (U.S.A.), INC.,

Third Party Defendants.

Third Party Defendant, Cermak, Peterka Petersen, Inc. ("CPP"), through its attorneys, Connell Foley LLP, answers the Cross-Claims filed by Trataros Construction, Inc. ("Trataros") as follows:

**ANSWER TO CROSS-CLAIM FOR COMMON LAW INDEMNIFICATION AND
CONTRIBUTION AGAINST CERMAK, PETERKA PETERSEN, INC.**

PARTIES, JURISDICTION AND VENUE

1. CPP is without information or knowledge sufficient to form a belief as to the truthfulness of the allegations contained in paragraphs 1, 2, 3, 4, and 5 of the Cross-Claim of Trataros.

2. CPP admits the allegations contained within paragraph 6 of the Cross-Claim of Trataros.

3. The allegations set forth in paragraphs 7 and 8 of the Cross-Claim are strictly legal conclusions to which no response is required.

FACTS

4. CPP is without information or knowledge sufficient to form a belief as to the truthfulness of the allegations contained in paragraphs 9 and 10 of the Cross-Claim of Trataros.

5. The allegations in paragraphs 11, 12, 13, 14, and 15 of the Cross-Claim contain, at least in part, legal conclusions to which no response is required. To the extent a response is required, CPP denies having knowledge or information sufficient to form a belief as to the truth of the allegations in the form alleged.

CROSS-CLAIM AGAINST DESIGN SUBCONSULTANTS

6. CPP repeats and realleges the foregoing responses and allegations in response to paragraphs "1" through "15" above as though fully set forth at length herein.

7. The allegations in paragraphs 17, 18, and 19 of the Cross-Claim contain, at least in part, legal conclusions to which no response is required. To the extent a response is required, CPP denies the allegations in the form alleged.

8. CPP denies the allegations contained within paragraphs 20 and 21 of the Cross-Claim of Trataros.

AFFIRMATIVE DEFENSES

1. The Court lacks subject matter jurisdiction over this controversy.
2. The Cross-Claim fails to state a cause of action against CPP upon which relief may be granted.
3. The Cross-Claim against CPP is barred by waiver, payment and release.
4. Trataros is estopped from bringing the Cross-Claims against CPP.

5. Whatever damages Trataros may have sustained as alleged in the Cross-Claim against CPP, all of which are denied by CPP, were caused in whole or in part by the culpable conduct of Trataros and/or others for whose acts, omissions and/or conduct Trataros is responsible. The amount of damages recovered, if any, shall therefore be diminished in the proportion which the culpable conduct attributable to CPP bears to the culpable conduct which caused these alleged damages.

6. The damages alleged in the Cross-Claim against CPP were caused by the culpable conduct of some third person or persons over whom CPP neither had nor exercised control.

7. The claims alleged in the Cross-Claim against CPP are barred by the doctrines of waiver and/or laches.

8. Trataros' Cross-Claim for contribution is barred since the damages alleged are for economic loss.

9. Trataros' Cross-Claim for indemnification must be dismissed because CPP is being sued for its active wrongdoing.

10. Trataros' claim for indemnity fails to state a cause of action because CPP owes no contractual indemnity to Trataros.

11. CPP incorporates by reference each and every Affirmative Defense set forth in its Answer to the Third-Party Plaintiff's Complaint and realleges same as though fully set forth herein.

12. CPP reserves the right to rely upon any and all additional defenses which may be disclosed during discovery in this action.

WHEREFORE, CPP demands judgment,

- (a) Dismissing the Cross-Claim in its entirety;
- (b) Awarding CPP all attorneys' fees, disbursements and costs incurred in defending this Cross-Claim; and
- (c) Granting such other and further relief as to this Court seems just and proper.

Dated: New York, NY
June 11, 2008

CONNELL FOLEY LLP
Attorneys for Third Party Defendant,
Cermak, Peterka Petersen, Inc.



Michael X. McBride (MXM-0137)
888 Seventh Avenue
New York, NY 10106
(212) 262-2390